

REMARKS

This Amendment is in response to the Office Action mailed April 5, 2007.

At the outset, Applicant's representative wishes to thank Exr. Hewitt for his above-the-call-of-duty efforts for the two telephone interviews and the Examiner-proposed independent claim. As the Examiner will note, new claim 45 corresponds substantially to the Examiner-proposed claim, and was modified only to the extent necessary to maintain concordance of language with the specification and the remaining dependent claims. Note that buyer-seller language has been substituted for the drawer-drawee language previously in the claims.

Support for the recitation:

providing restricted access to the contingencies to the secondary parties via the website, the restricted access enabling each secondary party to access only the at least one contingency assigned to the secondary party;

may be found at page 45, line 14-22 of the specification:

It is to be noted that an authenticated party may be authenticated only for a limited purpose, such as approving or disapproving a specific contingency, for example. In the example above, the structural inspector may be authenticated only for the limited purpose of approving/disapproving the contingency related to the structural inspection of the home and not for any other purpose. Such a limited authentication may also limit the extent of the textual or graphical representation of the iTX transaction that is visible to the authenticated party or contingency approver as he or she logs onto the Web site hosting the iTX transaction.

Rather than extensively amending claim 1 (to the point of impeding readability) to the Examiner-proposed claim, the sole remaining independent claim is presented herewith as new claim 45. The dependency of the remaining dependent claims has been suitably amended.

As foreshadowed above, independent claim 24 has been canceled, as new claim 45 is generic to the subject matter of both canceled claims 1 and 24.

In the Office Action, claims 14 and 38 were rejected under 35 U.S.C. §112(1). Reconsideration and withdrawal of these rejections for the reasons indicated below are hereby respectfully requested. Kindly note that none of the claims recite the offending “existence” language. Instead, the new and amended claims utilize the term “restricted.”

Claims 1, 3-24, 26-31, 33-43 are rejected under 35 U.S.C. §112(2). Reconsideration and withdrawal of these rejections for the reasons indicated below are hereby respectfully requested.

Kindly note that claim 45 and its dependent claims no longer contain the language deemed by the Examiner to be indefinite. Instead, claim 45 recites

**tracking removal of the set of contingencies at the server;
determining that each of the contingencies has been removed; and
based on the determination, releasing the payment to the seller via the
financial service provider.**

as suggested by the Examiner. Reconsideration and withdrawal of the 35 U.S.C. §112(2) rejections applied to the claims are, therefore, respectfully requested.

Claims 1, 3-24, 26-31 and 33-43 were rejected under 35 U.S.C. §103(a) as being unpatentable over Abecassis in view of Conklin et al. and Case. Reconsideration and withdrawal of these rejections are hereby respectfully requested.

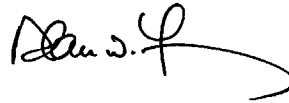
As discussed and agreed during the recent telephone interview, the applied combination does not teach or suggest at least the following steps in the claimed embodiment:

**providing restricted access to the contingencies to the secondary parties
via the website, the restricted access enabling each secondary party to
access only the at least one contingency assigned to the secondary party;
authenticating the secondary party at the website;
receiving, from the authenticated secondary party, a request for
removal of the contingency assigned to the authenticated secondary party;
tracking removal of the set of contingencies at the server;
determining that each of the contingencies has been removed; and
based on the determination, releasing the payment to the seller via the
financial service provider.**

Indeed, Abecassis-Conklin combination does not teach the steps of providing restricted access to contingencies via a website such that each secondary party has access only to the contingency or contingencies with which the secondary party is associated, as discussed during the recent telephone interviews. Moreover, the applied combination is not believed to teach or to suggest tracking removal of the set of contingencies at the server, the removals being initiated by secondary parties to the transaction authenticated at the website. The applied combination of references is also not believed to teach or to suggest the determining step and releasing payment to the server based on the recited determination. The Case reference is not believed to be applicable to new independent claim 45, as Letters of Credit are no longer recited in the independent claim.

Applicants believe that this application is now in condition for allowance. If any unresolved issues remain, please contact the undersigned attorney of record at the telephone number indicated below and whatever is necessary to resolve such issues will be done at once.

Respectfully submitted,



Date: August 30, 2007

By: _____

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